BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

PARENTS ON BEHALF OF STUDENT,

V.

IRVINE UNIFIED SCHOOL DISTRICT.

CASE NO. 2026020950

DECISION

MAY 26, 2026

On February 23, 2026, Parents on behalf of Student filed a due process hearing request with the Office of Administrative Hearings, called OAH, naming Irvine Unified School District, called Irvine Unified. Administrative Law Judge Cynthia Fritz, called ALJ, heard this matter via videoconference on April 14, 15, and 16, 2026.

Parent represented Student. Attorney Peter Sansom represented Irvine Unified. Irvine Unified's Alternative Dispute Resolution Director Katie Purnick attended the hearing on Irvine Unified's behalf. Each day, a Russian language interpreter provided interpretation for Parent as needed.

At the parties' request, the ALJ continued the matter to April 30, 2026, for closing briefs. On April 30, 2026, the record closed, and the matter was submitted.

ISSUES

A FAPE means a free appropriate public education. An IEP means an individualized education program. The ALJ and parties clarified the issues below on the first day of hearing.

1. Did Irvine Unified deny Student a FAPE during the 2025-2026 school year through February 23, 2026, by:
    a) failing to implement Student's IEP, specifically, from January 28, 2026, through February 8, 2026;
    b) predetermining transportation services at the February 20, 2026 IEP team meeting;
    c) removing transportation supports and services on or around January 28, 2026, without providing a prior written notice;
    d) impeding parental participation by failing to notify Parent following injury to Student on January 27, 2026;
    e) impeding parental participation by failing to consider Student's needs at the February 20, 2026 IEP team meeting?

For clarity, the ALJ analyzed the five issues out of numerical sequence, addressing them chronologically instead. Specifically, Issues1(d), 1(a), 1(c), 1(b), and 1(e) are analyzed in that order.

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JURISDICTION

This hearing was held under the Individuals with Disabilities Education Act, called IDEA, its regulations, and California statutes and regulations. (20 U.S.C. § 1400 et. seq.; 34 C.F.R. § 300.1 (2006) et seq.; Ed. Code, § 56000 et seq.; Cal. Code Regs., tit. 5, § 3000 et seq.) The main purposes of the IDEA are to ensure:

- all children with disabilities have available to them a FAPE that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living, and
- the rights of children with disabilities and their parents are protected. (20 U.S.C. § 1400(d)(1); see Ed. Code, § 56000, subd. (a).)

The IDEA affords parents and local educational agencies the procedural protection of an impartial due process hearing with respect to any matter relating to the identification, assessment, or educational placement of the child, or the provision of a FAPE to the child. (20 U.S.C. § 1415(b)(6) & (f); 34 C.F.R. § 300.511 (2006); Ed. Code, §§ 56501, 56502, and 56505; Cal. Code Regs., tit. 5, § 3082.) The party requesting the hearing is limited to the issues alleged in the complaint, unless the other party consents, and has the burden of proof by a preponderance of the evidence. (20 U.S.C. § 1415(f) (3)(B); Ed. Code, § 56502, subd. (i); *Schaffer v. Weast* (2005) 546 U.S. 49, 57-58, 62 [126 S.Ct. 528, 163 L.Ed2d 387]; and see 20 U.S.C. § 1415(i)(2)(C)(iii).) Student bore the burden of proof in this matter.

The factual statements in this Decision constitute the written findings of fact required by the IDEA and state law. (20 U.S.C. § 1415(h)(4); Ed. Code, § 56505, subd. (e)(5).) The Decision does not cite to the administrative record because it was not available before the Decision issuance, and OAH convention provides that decisions do not cite to the record.

At the time of hearing, Student was 11 years old, in fifth grade, and resided with Parents within Irvine Unified's geographic boundaries at all relevant times. In September 2025, Irvine Unified found Student special education eligible under the categories of intellectual disability and autism. The core issues in this case center around a January 27, 2026 school-related Student injury, and subsequent transportation services.

2025-2026 BACKGROUND AND STUDENT'S NEEDS - FIFTH GRADE

In May 2025, Student enrolled in Irvine Unified. In September 2025, Irvine Unified completed initial assessments to determine Student's then present levels of functioning, educational needs, and special education eligibility. On September 18, 2025, Irvine Unified held an initial IEP team meeting and found Student had needs in

- functional/pre-academics;
- speech and language;
- gross, fine, and visual motor; and
- vocational.

Student is nonverbal, diagnosed with generalized epilepsy, and has autistic-like characteristics.

On September 18, 2025, Student's IEP team found Student special education eligible in the primary category of intellectual disability and the secondary category of autism. The IEP found significant Student needs in cognition, communication, and motor. Irvine Unified offered Student an extensive support needs program based on his educational needs, and placed Student in Meadow Park Elementary, called Meadow Park, but it was not his neighborhood school. Thus, Irvine Unified offered Student curb-to-curb transportation along with

- specialized academic instruction,
- occupational therapy,
- speech and language therapy,
- adaptive physical education,
- numerous accommodations and supports, and a
- modified curriculum.

The IEP did not contain any language specifying the duration of the bus transportation or requiring Irvine Unified to notify Parent if Student appeared to have been injured at school.

Parents consented to the September 18, 2025, IEP offer.

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ISSUE 1(d): STUDENT DID NOT PROVE IRVINE UNIFIED DENIED STUDENT A FAPE BY IMPEDING PARENTAL PARTICIPATION FOR FAILING TO NOTIFY PARENT OF STUDENT'S JANUARY 27, 2026 INJURY

Student contends that Parent was denied meaningful participation in the decision-making process regarding Student's education because it failed to notify Parent of Student's January 27, 2026 school injury. Irvine Unified contends that its failure to notify Parent of Student's injury was not an IDEA violation or IEP requirement. Further, Irvine Unified maintains that it considered Parent's concerns before and during the February 20, 2026 IEP team meeting, and explained the injury notification requirements that his new school would undertake to alleviate Parent's concerns. Thus, Irvine Unified argues that its failure to notify Parent of Student's injury did not impede Parent's meaningful participation in the IEP decision-making process.

Parents must be afforded an opportunity to participate in meetings with respect to the identification, assessment, educational placement, and provision of a FAPE to their child. (20 U.S.C. § 1414(d)(1)(B)(i); Ed. Code, §§ 56304, 56342.5.) The IDEA places paramount importance on parental participation in all decisions concerning identification, evaluation, eligibility, and placement. (20 U.S.C. § 1415(b)(1).)

The Supreme Court concluded parental participation is a central procedural safeguard of the IDEA. (*Winkleman v. Parma City Sch. Dist.* (2007) 550 U.S. 516, 524 [127 S.Ct. 1994, 167 L.Ed.2d 904].) The Ninth Circuit held that meaningful parental participation is "among the most important" protections guaranteed by IDEA. (*Amanda J. v. Clark Cnty. Sch. Dist.* (9th Cir. 2001) 267 F.3d 877, 882 (*Amanda J.*).) Further, an educational agency must permit a child's parents "meaningful participation" in the IEP process. (*Ms. S. v. Vashon Island Sch. Dist.* (9th Cir. 2003) 337 F.3d 1115, 1131-1132.)

A parent has meaningfully participated in the IEP development when parent is informed of the child's problems, attends the IEP meeting, expresses disagreement with the IEP team's conclusions, and requests IEP revisions. (*N.L. v. Knox Cnty. Schools*. (6th Cir. 2003) 315 F.3d 688, 693.) A parent who has an opportunity to discuss a proposed IEP, and whose concerns are considered by the IEP team, has participated in the IEP process in a meaningful way. (*Fuhrmann v. East Hanover Bd. of Educ*. (3d Cir. 1993) 993 F.2d 1031, 1036.)

Student did not prove that Irvine Unified impeded Parent's opportunity to meaningfully participate in the IEP decision-making process by failing to inform her of Student's January 27, 2026 injury. During the 2025-2026 school year, through February 23, 2026, Irvine Unified conducted two IEP team meetings for Student, one in September 2025, and one in February 2026. Since Student's injury occurred in January 2026, this issue pertains to the February 2026 IEP team meeting.

On January 27, 2026, Student sustained an injury around his upper left leg and lower buttocks while at school, described as scratches by Irvine Unified and bruises by Parent. No dispute exists between the parties that Student's injury occurred at school.

Student's teacher, Ryanne Alberga, regularly communicated with Parent regarding any unusual Student conditions and school-day incidents. On that day, Alberga informed Parent that Student had cried three times between 1:00 PM and 2:00 PM which was unusual for Student. At 2:30 PM, the classroom instructional aide found scratches on Student and informed Alberga of the injury, but Parent was not informed. No dispute exists that any Irvine Unified staff to inform Parent of the injury.

Parent first became aware of the injury soon after Student arrived home that day. Parent contacted Alberga, who responded she would speak with Parent in person the following day. Parent then contacted the police, and a police investigation was initiated.

The next day, on January 28, 2026, Parent and Student met with

- Alberga,
- Program Specialist Casey Kramer,
- School Nurse Jean Arya,
- School Psychologist Karly Kennedy, and
- Interim Principal Michelle Hulley.

The January 28, 2026 meeting was not an IEP team meeting, but an informal school meeting to discuss Student's injury.

At the January 28, 2026 meeting, Irvine Unified opened up its own investigation into the incident to determine how the injury occurred. Parent refused to send Student back to Meadow Park and asked where Student could attend school during the investigation, and also requested a transfer to another school. Parent, however, would not go forward with the school transfer until the school investigation was completed.

Kramer told Parent at the meeting and later that day in writing, that Student could continue to attend Meadow Park, but Parent did not want Student to attend Meadow Park because she had a lack of trust in the staff and did not know how the injury occurred. On January 28, 2026, Kramer gave Parent the link to intra-district transfer documents to fill out for Student's transfer. The next day, on January 29, 2026, Parent had Student examined by his medical doctor. Parent did not allow Student to attend Meadow Park beginning January 28, 2026.

The ALJ sympathizes with Parent's understandable concern upon discovering an injury on her child who is nonverbal and cannot inform her of what occurred at school. Under these facts, however, Irvine Unified's failure to notify Parent of the injury did not impede her meaningful participation in the IEP decision-making process.

To begin, Student argued in his closing brief that Irvine Unified's failure to abide by the district injury reporting expectations is a FAPE violation. This argument fails. The failure to inform Parent does not constitute an IDEA violation. The IDEA does not impose a general obligation to report school-day injuries to parents and Parent did not present any law that supports this proposition.

Further, Student's then active IEP, the September 18, 2025 IEP, did not require Irvine Unified to notify Parent of Student's injuries at school. Student could not point to anything in Student's September 2025 IEP to support this claim. Thus, no procedural violation occurred for failing to abide by any IDEA or IEP injury notification requirement. Any violation of a general school district reporting procedure is outside of OAH's jurisdiction, and the Decision does not decide that issue.

Additionally, Student did not prove that Irvine Unified's failure to notify her of the injury impeded Parent's opportunity to participate in Student's educational IEP decision-making process. Student argued in his closing brief that Irvine Unified's failure to notify her of the injury impeded her ability to participate meaningfully in the decision-making process, because, without timely notice of how the injury occurred, Parent could not make informed decisions regarding Student's safety, medical needs, return to school, and access to education. Further, when Irvine Unified did provide Parent with an

explanation of how the injury occurred, Parent was not convinced of the explanation which she further believed impeded her ability to participate in Student's educational decision-making process.

These arguments are unpersuasive and conflate the issue presented. The question here is whether Irvine Unified's failure to inform Parent of Student's injury constituted a procedural violation that significantly impeded Parent's opportunity to participate in Student's IEP educational decision-making process, not whether Irvine Unified gave Parent an initial injury explanation or Parent was satisfied with it.

The fact that Irvine Unified initially did not know how the injury was caused did not establish that Parent's participatory rights were denied. Likewise, Parent's dissatisfaction with the investigation also did not establish any impediment to Parent's participation in Student's educational decision-making process.

Here, Parent remained actively involved in Student's educational decision-making process from the day of the injury, January 27, 2026, through the February 20, 2026 IEP team meeting. The January 28, 2026 meeting recording and transcript showed Parent actively advocated for Student and articulated her concerns regarding Student's safety and needs. Irvine Unified listened to Parent's concerns, acknowledged that the cause of the injury was not yet known, initiated an investigation, and discussed next steps. Irvine Unified offered for Student to return to the school, while recognizing Parent's interest in transferring Student to a different school site and explained the process. These facts do not support a finding that Parent's participatory rights were impeded.

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Subsequent evidence further weakens Student's position. On February 11, 2026, Parent requested a formal IEP team meeting to discuss Parent concerns, including Student's injury. The February 20, 2026 IEP team meeting transcript, recording, and IEP document notes reflected that Parent actively participated, expressed her concerns, and requested changes regarding injury-notification protocols for Student. The same evidence demonstrated that the IEP team spent considerable time listening to Parent's concerns, and explained in great detail how they were handling injury notification individualized to Student and considering Parent's concerns.

The IEP team agreed to document each instance in which Student went to the health office and to notify Parent of any injuries sustained at school. Student's Irvine Unified IEP team members considered Parent's concerns and requests. Through testimony at hearing, both Kramer and Moradi corroborated the information reflected in the February 20, 2026 recording, transcript, and IEP notes. Cross-examination failed to diminish Kramer and Moradi's accounts. Accordingly, their testimony is found credible and afforded significant weight for this issue.

The February 20, 2026 IEP team actions show that Parent had a meaningful opportunity to raise concerns, participate in the decision-making process, and obtain prospective injury-notification procedures through the IEP team meeting process. The evidence conclusively demonstrated that Irvine Unified did not impede Parent's meaningful participation at the February 20, 2026 IEP team meeting for its failure to notify Parent of the injury. The records reflect a collaborative process in which Parent's input was heard and adopted, undermining her contention that any procedural deficiency deprived her of meaningful participation.

Accordingly, Student failed to meet his burden of proof by a preponderance of the evidence that Irvine Unified denied Student a FAPE for impeding parental participation by failing to inform Parent of Student's January 27, 2026 injury.

ISSUE 1(a): STUDENT DID NOT PROVE THAT IRVINE UNIFIED DENIED STUDENT A FAPE FOR FAILING TO IMPLEMENT STUDENT'S IEP FROM JANUARY 28, 2026, THROUGH FEBRUARY 8, 2026

Parent contends Irvine Unified failed to implement Student's IEP in its entirety from January 28, 2026, through February 8, 2026, eight school days, when he was absent from school. Parent argues Irvine Unified should have provided Student in-home educationally related services and comparable services because Parent had safety concerns at Meadow Park and could not return Student to school pending the injury investigation.

Irvine Unified contends that it was ready to serve Student at Meadow Park while the investigation was pending. Parent's preference to keep Student at home was voluntary, and did not require Irvine Unified to implement Student's IEP at home. Further, although Parent requested a school transfer, Parent would not agree to it until the injury investigation was completed, delaying the process, and increasing Student's time out of school. In the alternative, any failure to implement the IEP did not constitute a material failure. Thus, Irvine Unified argues, Parent did not prove a FAPE violation.

A FAPE means special education and related services that are available to an eligible child that meets state educational standards at no charge to the parent or guardian. (20 U.S.C. § 1401(9); 34 C.F.R. § 300.17 (2006).) An IEP provides a statement of the special education, related services, and program modifications and accommodations

that will be provided for the child to advance in attaining the goals, making progress in the general education curriculum, and participating in education with disabled and nondisabled peers. (20 U.S.C. §§ 1401(14), 1414(d)(1)(A); Ed. Code, §§ 56032, 56345, subd. (a)(1)(A).)

A child eligible for special education must be provided access to specialized instruction and related services which are individually designed to provide educational benefit through an IEP reasonably calculated to enable a child to make progress appropriate considering the child's circumstances. (*Board of Education of the Hendrick Hudson Central Sch. Dist. v. Rowley* (1982) 458 U.S. 176, 201-204; *Endrew F. v. Douglas County Sch. Dist. RE-1* (2017) 580 U.S. 386 [137 S.Ct. 988, 1000]. California law defines special education as instruction designed to meet the unique needs of the pupil coupled with related services as needed to enable the pupil to benefit from instruction. (Ed. Code, § 56031.) Related services are transportation and other developmental, corrective, and supportive services that are required to assist the child in benefiting from special education and include psychological, counseling, behavior, occupational therapy, and speech and language services when appropriate. (20 U.S.C. § 1401(26); 34 C.F.R. § 300.34 (2006); Ed. Code, § 56363, subd. (a).)

Where a student alleges a FAPE denial based on an IEP implementation failure, the student must prove that the failure was "material," which means that the services provided to a disabled child fall "significantly short of the services required by the child's IEP." (*Van Duyn v. Baker Sch. Dist. 5J* (9th Cir. 2007) 502 F.3d 811, 822 (*Van Duyn*).) No statutory requirement of perfect adherence to the IEP exists, nor is there any reason rooted in the statutory text to view minor implementation failures as FAPE denials. (*Id.* at p. 821.) "A material failure occurs when there is more than a minor discrepancy between the services a school provides to a disabled child and the services required by

the child's IEP." (*Id.* at p. 815.) The materiality standard does not require that the child suffer demonstrable educational harm to prevail. (*Id.* at p. 822.) Implementation failures are not procedural errors. (*Id.* at p. 819.)

Student failed to meet his burden of proof on this issue. After Student's January 27 2026, school injury, Student did not attend school from January 28, 2026, to February 8, 2026, a total of eight school days, excluding weekends. Irvine Unified did not provide Student any special education program or services during his absence from January 28, 2026, through February 8, 2026. Both parties agree that the delay in the intra-district transfer, from February 4, 2026, through February 8, 2026, three school days, was delayed by Irvine Unified.

PARENT MADE THE UNILATERAL DECISION TO KEEP STUDENT HOME FROM JANUARY 28, 2026, THROUGH FEBRUARY 3, 2026

A failure to implement occurs when a school district does not deliver required services that it was obligated to provide. However, when services were made available and a student does not attend due to a parent decision, the school district is not responsible for the lack of implementation under these facts.

From January 28, 2026, through February 3, 2026, Irvine Unified did not require Student to stay home. Student concedes in his closing brief that Meadow Park was available for Student to attend and his program and services remained available. Parent elected to keep Student home due to uncertainty regarding how the injury occurred, safety concerns, and awaiting the completion of the investigation. Parent delayed the transfer by five days when she refused the transfer request until the investigation was complete. Parent argues this was not a choice. Parent's position appears internally

inconsistent when comparing the stated reasons for initially not returning Student to school with the subsequent basis for delaying Student's return, because her actions suggest her decision was finalized immediately following the incident.

After the January 27, 2026 Student injury, Parent declined to return Student to Meadow Park due to a lack of trust with staff and concerns regarding the unknown cause of the injury, which Parent indicated did not provide sufficient reassurance for Student's return to the same school site. The next day, January 28, 2026, Parent then requested an intra-district transfer. Crucially, Irvine Unified agreed to an intra-district transfer on January 28, 2026, the same day as her request, to alleviate her safety concerns, and sent her a link to fill out the transfer documents, which Parent declined to fill out until the investigation was completed. The refusal to agree to an instant remedy to her concerns undermines her claim that it was not voluntary to keep Student home, and shows an unreasonable approach to the transition process. Thus, the evidence supports the conclusion that Student's absence from January 28, 2026, through February 3, 2026, was Parent's choice rather than any requirement or directive from Irvine Unified.

Student further argues that he received medical advice to stay home. Student did not prove medical necessity that would make his absence from January 28, 2026, through February 3, 2026, involuntary. Student argued when Parent took Student to his doctor on January 28, 2026, the doctor said Student should stay home while the school injury was being investigated. Student claims that is why Parent kept Student home. However, Parent already told Irvine Unified in the meeting earlier that day that she would not return Student to school pending the investigation, thus, undermining

Student's contention. Further, Student failed to provide any medical documentation at hearing showing his doctor required him to stay home. The only evidence to support this proposition is what Parent said Student's doctor said on January 28, 2026.

Thus, the doctor's statement is uncorroborated hearsay. Hearsay evidence may be used to supplement or explain other evidence, although it is insufficient to support a factual finding. (Cal. Code Regs., tit. 5 § 3082, subd. (b).) Parent's hearsay testimony about what the doctor said to her was not corroborated, by any direct documentary or testimonial evidence. Thus, it cannot be relied upon in this proceeding.

Further, the doctor's reasoning for advising Student to stay home, according to Parent, was not because Student's return to school was impossible or even inadvisable. Rather, it was due to the ongoing injury investigation. Thus, this hearsay testimony was given no weight. Parent failed to show that there was a specific medical necessity requiring Student's absence. Parent failed to prove that Student's absence from January 28, 2026, through February 3, 2026, was involuntary.

Student failed to prove that Irvine Unified failed to implement Student's IEP from January 28, 2026, through February 3, 2026.

NO MATERIAL IMPLEMENTATION FAILURE FROM FEBRUARY 4, 2026, THROUGH FEBRUARY 8, 2026, FOR THREE INSTRUCTIONAL SCHOOL DAYS

On February 2, 2026, Parent received the investigation results from Irvine Unified, determining the injury occurred from adaptive swing use on the playground in the early afternoon on January 27, 2026. On February 2, 2026, Parent also received a second link

from Irvine Unified to fill out the transfer documents. On February 2, 2026, Parent consented to transfer Student to Portola Springs Elementary, called Portola Springs, filled out the transfer documents; and sent them to Irvine Unified on that evening at 7:42 PM, after school business hours.

On February 3, 2026, Irvine Unified received notice of Parent's consent to the intra-district transfer. The same day, Parent received an email from Elementary Education Executive Director Kara Rydman confirming Student's transfer to Portola Springs, with Irvine Unified provided bus transportation. On February 6, 2026, Parent received notice that Student's transportation was in place and scheduled to begin on February 9, 2026, for Portola Springs. On February 9, 2026, Student began attending Portola Springs.

Irvine Unified conceded in its closing brief that the delay from February 4, 2026, through February 8, 2026, three instructional school days, was an administrative failure due to a delay in finalizing Student's bus transportation to and from his new school campus, Portola Springs. Thus, Irvine Unified acknowledges a three-day service gap within its control.

The three-day service gap was not a material failure to implement Student's IEP under these facts. Here, Parent's request to transfer occurred mid-year. Transportation logistics needed to be arranged to transport Student to the new campus. Irvine Unified's transportation department confirmed Student's route on Friday, February 6, 2026, three days after Irvine Unified received confirmation of the transfer. A three-day delay by Irvine Unified, followed by a mid-year transfer request, accompanied by prompt action to

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secure transportation by the next school week is a minor and temporary discrepancy. Once Student returned to school on February 9, 2026, Irvine Unified resumed his IEP program, services, and transportation.

A material failure occurs only when a school district falls significantly short of the services required by an IEP. Parent argues a total of an eight-day gap in services, and Irvine Unified concedes to a three-day gap in services. Student proved only a three-day gap in services.

Regardless, a three to eight-day gap beginning when Student became special education eligible on September 21, 2025, through the date of filing on February 23, 2026, represents an approximate four to 10 percent total instruction loss during the time at issue in this matter. This does not amount to a significant material failure, rather, it is a minor discrepancy. (*Van Duyn, supra,* 502 F.3d at 815.).

Even assuming eight missed service days, that represents about a 10 percent service gap, although Parent ultimately only proved three missed service days, about a four percent service gap. Student presented no further evidence of any other implementation issues during the time at issue. In light of the overall delivery of services, the circumstances surrounding the missed services, and the comparatively brief period Student was out of school pending the school transfer, any missed services were minor and immaterial rather than a material failure to implement Student's IEP.

Accordingly, Student did not prove that Irvine Unified denied Student a FAPE for failing to implement Student's IEP from January 28, 2026, through February 8, 2026.

ISSUE 1(c): STUDENT DID NOT PROVE THAT IRVINE UNIFIED DENIED STUDENT A FAPE FOR REMOVING TRANSPORTATION SUPPORTS AND SERVICES AROUND JANUARY 28, 2026, WITHOUT PROVIDING A PRIOR WRITTEN NOTICE

Student contends Irvine Unified failed to provide a prior written notice to Parent when it discontinued Student's transportation services on January 30, 2026. Irvine Unified contends that it did not change or remove Student's IEP transportation services, or refuse to provide Student transportation services, around the end of January 2026. Thus, Irvine Unified argues it was not required to provide Parent a prior written notice.

Prior written notice must be given by the public agency to the parents of an individual with exceptional needs within a reasonable time before the public agency proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or educational placement of the pupil, or the provision of a free appropriate public education to the child. (20 U.S.C. § 1415(b)(3), (4) & (c)(1); 34 C.F.R. § 300.503 (2006); Ed. Code, § 56500.4, subd. (a).

The notice must be given in "a reasonable time before" the district actually changes the student's placement or the provision of FAPE to the student. (34 C.F.R. § 300.503(a) (2006).) This is to ensure that the parents have enough time to assess the change and voice their objections or otherwise respond before the change takes effect. (*C.H. v. Cape Henlopen Sch. Dist*. (3rd Cir. 2010) 606 F.3d 59, 70.) When a failure to give proper prior written notice does not actually impair parental knowledge or participation, the violation is not a substantive harm under the IDEA. (*Ibid*.)

As stated, the day after Student's school injury, Irvine Unified informed Parent during the January 28, 2026 meeting, and by email later that day, that Student could continue to attend Meadow Park, which included providing transportation. Although Parent had safety concerns that led her to seek a campus transfer at the January 28, 2026 meeting, Irvine Unified did not remove the curb-to-curb transportation offer from Student's IEP, did not prevent Student from attending Meadow Park with transportation services, agreed to transfer Student to Portola Springs with the same IEP educational program.

However, on Friday, January 30, 2026, Kramer informed Parent in writing that Student's offered transportation would be discontinued if Parent consented to Student transferring schools, because it was a parent initiated voluntary transfer. Four days later, on Monday, February 2, 2026, Elementary Education Executive Director Kara Rydman corrected Kramer's decision and reassured Parent in a letter that Irvine Unified would provide Student's transportation for the new school site should Parent consent to Student's transfer. At that point, Parent had not consented to the transfer to Portola Springs. Thus, Student did not miss any transportation services, and Irvine Unified did not remove transportation services from Student's IEP.

Two of the four days at issue, January 31 and February 1, 2026, were over the weekend. Only two school days passed when Kramer unilaterally decided that Student's transportation to the new school would be discontinued, to the time when it was corrected by Rydman. Student did not attend school on those days, due to Parent's decision to keep him out of school. Parent had not yet agreed to a transfer at this time, and transportation for Student was available to him on those days at Meadow Park.

On February 2, 2026, Hulley emailed Parent the completed Irvine Unified investigation report, and Parent consented to the intra-district transfer that evening, after school hours. Student began attending his new school, Portola Springs, on February 9, 2026, with his Irvine Unified provided transportation in place.

Under these facts, no actual change in transportation service occurred. Kramer's unilateral decision to remove Student's transportation services was not made through an IEP team meeting and did not change his transportation IEP offer. Although prior written notice should be provided before the discontinuation of related services, Kramer's contemplated action never took effect. Because Irvine Unified corrected Kramer's error, within four days, spanning only two school days, Student did not lose access to transportation services and supports.

Student argued in his closing brief that Irvine Unified's later restoration of Student's transportation did not cure the violation. Student's argument was unpersuasive. Student failed to acknowledge that the time between Kramer's initial transportation removal and later restoration was two school days and before Parent agreed to the transfer. In this context, requiring a prior written notice for a brief, internal, and quickly corrected error regarding Student's services would elevate form over substance and extend the IDEA's procedural requirements beyond their internal purpose. Student's IEP transportation offer never changed during this time. Requiring Irvine Unified to provide prior written notice under these facts as Parent argued, was unreasonable and not required.

Student further argued that the failure to provide prior written notice to Parent forced her to decide, without a clear legal and factual explanation that the IDEA required, between a placement she believed was unsafe or transferring Student without

transportation. The record did not support this characterization. The evidence showed Parent requested a transfer the day after the injury, January 28, 2026. Parent did not decide on the transfer until the evening of February 2, 2026, after she had already been informed that transportation had been reinstated. Parent was not required to choose between the two options she described. At the time Parent decided on the transfer, the asserted dilemma did not exist. Student's argument mischaracterized the facts and was neither credible nor persuasive.

Student also contended that Parent's ability to participate in the February 20, 2026 IEP was impeded because of the lack of prior written notice and her ability to know if Student's transportation was legally removed. This argument was not supported by the record or IEP offer. The evidence established that curb-to-curb transportation remained part of Student's IEP at all relevant times. The September 2025 IEP included transportation, and that offer was never removed or amended. Student had transportation in place upon transfer to Portola Springs and Irvine Unified continued to offer curb-to-curb transportation at the February 20, 2026, IEP team meeting.

Additionally, the transportation issue discussed at the February 2026 IEP meeting centered around the bus ride duration, not if Student's transportation would be provided or removed. Parent initiated and actively engaged in that discussion. Student's assertion that Parent was uncertain whether transportation had been legally removed misstated the issue before the February 20, 2026 IEP team meeting and the discussions at the February 2026 IEP team meeting. Thus, this argument fails.

Student then relied in his closing brief on a prior OAH decision, *Student v. Goleta Union School District* (2023) OAH Case Number 2022020266, for the proposition that the same result should be reached here. OAH decisions are not precedential and not

binding in other OAH matters. (Cal. Code Regs., tit. 5 § 3085.) At most, they may be considered for their persuasive value, which depends on the similarity of the facts. Here, the cited decision did not help Student's position.

The cited decision was not factually analogous. In that case, the parent requested assessments for Student and the school district refused, and the adequacy of the prior written notice memorializing that refusal was at issue. The administrative law judge in that matter found the prior written notice legally deficient in the context of a clear denial of requested assessments.

Here, by contrast, and as already described, no prior written notice was provided to Parent and the legal sufficiency of a prior written notice was not at issue. Under these circumstances, the cited OAH decision was inapposite. The issue here is whether Irvine Unified was required to provide prior written notice to Parent.

Accordingly, for all of the reasons stated, Student failed to prove by a preponderance of the evidence that Irvine Unified denied Student a FAPE by failing to provide a prior written notice when it removed transportation services and supports around January 28, 2026.

ISSUE 1(b): STUDENT DID NOT PROVE THAT IRVINE UNIFIED DENIED STUDENT A FAPE FOR PREDETERMINING STUDENT'S TRANSPORTATION OFFER AT THE FEBRUARY 20, 2026 IEP TEAM MEETING

Student contends that Irvine Unified predetermined Student's transportation offer at the February 20, 2026 IEP team meeting, because on February 11, 2026, Kramer told Parent before the meeting that Irvine Unified could not change Student's bus route duration, and discussed the bus route duration with other Irvine Unified staff before the

meeting. Further, Irvine Unified failed to have the transportation department present at the meeting as requested, and did not consider the medical information Parent provided. Thus, Student argues, Irvine Unified determined the bus duration in advance and entered the February 20, 2026, IEP meeting without an open decision-making process.

Irvine Unified disagrees and argues it did not include the bus route duration in the February 20, 2026 transportation offer so the duration could not be predetermined. Further, Irvine Unified contends no evidence supports the bus route duration was predetermined because, during the IEP team meeting, Parent

- meaningfully participated in the February 20, 2026 IEP team meeting,
- provided Irvine Unified with some medical information before the meeting,
- actively engaged in a discussion about it,
- requested changes during the meeting, and
- disagreed with the resolution on the bus route duration.

The IDEA requires school districts to ensure that the parents of disabled children are members of any group that makes decisions about their child's educational placement. (34 C.F.R. § 300.327 (2006); 34 C.F.R. § 300.501 subd. (c)(1) (2006).) Thus, IEP team meetings should include the parents of a child with a disability. (20 U.S.C. § 1414(d)(1)(B)(i), 34 C.F.R. § 300.321(a)(1) (2007), Ed. Code, § 56341,subd. (b)(1).)

School districts may not unilaterally predetermine a child's special education and related services before an IEP team meeting. (*Deal v. Hamilton County Board. of Education* (6th Cir. 2004) 392 F.3d 840, 858., *cert. denied*, 546 U.S. 936 (U.S. 2005).) School administrators and staff must enter the IEP team meeting with an open mind and must meaningfully consider the parents' input. (*H.B., et al. v. Las Virgenes Unified Sch. Dist.* (9th Cir. 2007) 239 Fed. Appx. 342, 344; see also, *Ms. S. ex rel G. v. Vashon Island Sch. Dist.* (9th Cir. 2003) 337 F.3d 1115, 1131.) A district may not arrive at an IEP team meeting with a "take it or leave it" offer. (*JG v. Douglas County Sch. Dist.* (9th Cir. 2008), 552 F.3d 786, 801, fn. 10.)

However, school officials do not predetermine an IEP simply by meeting to discuss a child's programming in advance of an IEP team meeting. (*N.L. v. Knox County Schs.* (6th Cir. 2003) 315 F.3d 688 at p. 693, fn. 3.) District IEP team members also may form opinions before IEP meetings. However, if the district goes beyond forming opinions and becomes "impermissibly and deeply wedded to a single course of action," this amounts to predetermination. (*P.C. v. Milford Exempted Village Schs* (S.D. Ohio, Jan. 17, 2013, No. 1:11- CV-398) 2013 WL 209478, p.7.) A district's predetermination of an IEP seriously infringes on parental participation in the IEP process, which constitutes a procedural FAPE denial. (*Deal, supra,* 392 F.3d 840, 858.)

To avoid a finding of predetermination, there must be evidence the district has an open mind and might possibly be swayed by the parents' opinions and support for the IEP provisions they believe are necessary for their child. (See *Deal*, *supra*, 392 F.3d at p. 858; *R.L. v. Miami-Dade County School Board* (11th Cir. 2014) 757 F.3d 1173, 1188–1189.) This inquiry is fact intensive.

Student did not meet his burden of proof on this issue. At the February 20, 2026 IEP team meeting, Irvine Unified continued to offer Student curb-to-curb transportation. Student's IEP offer did not include operational details like the route or duration, which are not typically included in IEP offers. Thus, no evidence showed that Irvine Unified predetermined the curb-to-curb transportation service offer to Student.

When Student began attending Portola Springs on February 9, 2026, Irvine Unified provided Student curb-to-curb transportation, as offered in his September 2025 IEP. However, because this school was farther away from Student's home, the bus route was changed. At Meadow Park, Student spent about 45 minutes each way on the bus to school. At Portola Springs, Student spent approximately 60 minutes on the bus each way to school.

Student utilized Irvine Unified transportation to Portola Springs on February 9, 10, and 11, 2026. However, Parent expressed concerns to Student's new teacher, Eugenia Lee, regarding the bus ride duration to his new school, and on February 11, 2026, requested an IEP team meeting to discuss the bus route duration, among other things. On February 12, 2026, Parent began driving Student to school. Parent would generally drop off Student late and pick him up early so Parent could drop off and pick up her other children who attended another Irvine Unified school.

THE PRE-MEETING INQUIRY AND STAFF COMMUNICATION WERE NOT PREDETERMINATION

On February 11, 2026, the same day Parent requested an IEP team meeting to discuss the bus route duration, Kramer contacted the Irvine Unified transportation department to determine if Student's bus route could be shortened, but was told that it

could not be done through ordinary routing changes. Kramer informed Parent in writing of the results of his inquiry the same day. Student argued that this inquiry constitutes predetermination.

The email from Kramer to Parent did not state that the IEP team would refuse to consider Student's transportation, including the bus route duration, at the IEP team meeting, or that a decision had already been made. Kramer's inquiry and obtaining logistical information before an IEP team meeting did not demonstrate predetermination under these facts. Rather, it reflected appropriate preparation for an IEP team meeting discussion. School districts can gather information, assess logistics, and develop potential options in advance of an IEP team meeting. This fact alone does not show predetermination.

Before the February 20, 2026 IEP team meeting, Kramer also informed Irvine Unified staff School Nurse Marina Livingston, Special Education Nurse Liaison Roberta Moradi, and the school psychologist of the results of his inquiry with the transportation department. Student argued the pre-meeting discussions between Irvine Unified staff regarding the bus route constituted predetermination.

Kramer detailed these discussions at hearing and affirmed that no pre-IEP team meeting determination had been made regarding Student's bus route duration, but the discussions were to give other staff members the results of his bus route inquiry.

Moradi confirmed that she spoke with Kramer and also Livingston before the IEP team meeting and no decision had been made regarding Parent's concern about the bus route duration. Moradi further explained that she attended the IEP team meeting

with an open mind and would consider Parent's transportation duration request. No testimony disputed her testimony, including the recording and transcript of the February 20, 2026 IEP team meeting.

Moradi corroborated Kramer's account, and he, in turn, corroborated her account of the pre-IEP team meeting discussions. Their testimony was consistent, internally coherent, and uncontradicted by other evidence in the record. At hearing, Student presented nothing more than pre-IEP team discussions on logistics about the bus route. Thus, Kramer and Moradi's accounts were found credible and afforded great weight.

Pre-meeting discussions do not show, absent other information, that predetermination occurred. School districts may seek internal guidance and discuss issues before an IEP team meeting without violating the procedural requirements of genuine team deliberation. Absent anything more than an email stating the bus route could not be changed and the internal staff discussions regarding that issue, the evidence did not establish predetermination. Such communications reflected preliminary views and logistical considerations, not a final, inflexible decision. Without evidence that the IEP team entered the meeting unwilling to consider alternative or Parent input, predetermination was not shown. Moreover, the related service is transportation, not the bus route. Student presented no evidence that the related service of transportation was predetermined, even if the bus route could not be adjusted. As discussed below, the opposite was true.

The evidence showed, based on the IEP recording, IEP transcript, and Irvine Unified witness testimony, that Irvine Unified team members listened to Parent's concerns and the IEP team considered Parent's input. Irvine Unified explained the logistical constraints of the bus route to Parent at the meeting. Irvine Unified then went further, in an effort to

solve Parent's concern, and offered an alternate transportation method, specifically to reimburse Parent for mileage if Parent wanted to drive Student to and from school. Irvine Unified also requested Parent to submit further medical information to support her position, which she later did, and the bus route was later reduced. Irvine Unified engaged in a collaborative approach and demonstrated a willingness to listen and negotiate with Parent, and offered a solution to help resolve the issue to Parent's preference.

Student's argument fails.

THE FAILURE TO HAVE A TRANSPORTATION DEPARTMENT REPRESENTATIVE AT THE IEP MEETING DOES NOT CONSTITUTE PREDETERMINATION

Parent requested an Irvine Unified transportation representative at the February 20, 2026 IEP team meeting, but no transportation representative attended it. Student argued that the decision was predetermined without the transportation representative present because a change in the bus route could not be changed without a transportation representative to discuss it. Parent's assertion fails.

The absence of an Irvine Unified transportation representative at the IEP team meeting does not establish predetermination. The IDEA requires that individuals be included in an IEP team meeting with knowledge or expertise is necessary to develop an appropriate program, but does not require every department representative that may provide input on every service be present for the IEP team to make educational decisions.

As stated, Kramer already contacted the transportation department before the IEP team meeting to get the necessary logistical information regarding bus route duration for the IEP team meeting discussion. Then, as shown through the recording, transcript, IEP document, and Kramer and Moradi testimony, the IEP team discussed and determined Student's transportation needs based on available information, including existing transportation services, route details, and Parent and Irvine Unified IEP member input. The IEP team was not required to defer decision-making or have the transportation department present to validate its determinations. As both Kramer and Moradi stated, private transportation could have been offered if the IEP team determined a shorter bus route was necessary but not logistically viable. Irvine Unified did not need the transportation representative present, and the lack of a transportation representative did not show constitute predetermination.

Predetermination is shown only where a school district has a fixed decision, not where a particular staff member or department is absent. The record reflects that transportation duration was considered and discussed, including Parent input, and an alternative suggested and also considered by the IEP team that day.

Student's contention is unpersuasive.

POST-IEP TEAM MEETING INFORMATION DOES NOT ESTABLISH PREDETERMINATION AT THE FEBRUARY 20, 2026 IEP TEAM MEETING

Student argues that information and conduct that occurred after the February 20, 2026 IEP team meeting constituted predetermination at the February 20, 2026 IEP team meeting. Parent argues that two post-IEP team occurrences demonstrated predetermination in February 2026.

First, Parent argues that issues regarding producing educational records in March 2026 demonstrates determination in February 2026. Further, Parent argues that Irvine Unified's offer to reduce Student's transportation duration in March 2026, shows predetermination in February 2026.

Post-IEP conduct does not establish predetermination because predetermination is assessed based on whether a school district had a fixed decision before and during the IEP team meeting. Actions taken after an IEP team meeting generally cannot retroactively show that the team entered into the meeting unwilling to consider Parent input or other options. Parent did not show any connection between the post-IEP conduct and predetermination the month before.

Further, the subsequent transportation duration change reflects subsequent information provided to Irvine Unified after the February 20, 2026 IEP team meeting, which was encouraged by Irvine Unified at the February 2026 IEP team meeting. The post-IEP team meeting change in transportation duration demonstrated that Irvine Unified listened to Parent's concerns with an open mind, and although could not resolve the bus duration to Parent's satisfaction that day, assisted Parent to get the issue resolved to her satisfaction at a later date. This did not show Irvine Unified had a fixed mindset that day.

Student did not meet his burden of proof showing predetermination under this theory.

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IRVINE UNIFIED'S CONSIDERATION OF STUDENT'S MEDICAL INFORMATION, WITHOUT BEING PERSUADED BY IT, DOES NOT CONSTITUTE PREDETERMINATION

Prior to the February 20, 2026 IEP team meeting, Livingston requested Parent provide any medical documentation for the need to shorten Student's bus route. On February 18, and 19, 2026, Parent emailed Livingston medical documentation. Student claims that the bus route duration was predetermined because the IEP team did not consider all of the information she provided.

As discussed in the next issue below, the IEP team considered and discussed the medical information Parent submitted to Irvine Unified, but found it unpersuasive in the light of the totality of the information it had at the time of the IEP team meeting. A school district's disagreement with information presented does not establish predetermination. Further, predetermination requires proof that the school district's decision had already been made before or during the meeting without meaningfully consideration of parental input. Here, the record shows active discussion and evaluation during the IEP team meeting process, which is inconsistent with a predetermined outcome as discussed below.

The evidence did not show a take it or leave it approach under any of Student's theories for predetermination. Student bears the burden of proving that Irvine Unified was unwilling to listen to Parent because it had already predetermined the transportation service offer. It did not. Student failed to meet his burden.

Accordingly, Student failed to prove that Irvine Unified predetermined Student's transportation offer at the February 20, 2026 IEP team meeting.

ISSUE 1(e): STUDENT DID NOT PROVE THAT IRVINE UNIFIED DENIED STUDENT A FAPE FOR IMPEDING PARENTAL PARTICIPATION FOR FAILING TO CONSIDER STUDENT'S NEEDS AT THE FEBRUARY 20, 2026 IEP TEAM MEETING

Student contends that Irvine Unified failed to consider:

- Student's individualized needs;
- Parent provided medical documentation to shorten Student's bus route duration; and
- Meaningfully consider Parent input, relying instead on Irvine Unified IEP team input.

Irvine Unified disagrees and contends it considered Parent input regarding Student's individual needs, including updated health information provided by Parent. Irvine Unified maintains it discussed Parent's concerns, Student's health information, any observable impact Student's transportation had on Student's functioning at school, which was individualized to Student. Thus, Irvine Unified contends Parent's ability to participate in the IEP decision-making process was not impeded at the February 20, 2026 IEP team meeting.

On February 18 and 19, 2026, Parent provided Livingston a physician's note, a Parent authored seizure plan, and seizure related information, for the IEP team to consider. Kramer confirmed that he received the information before the IEP team meeting, and the information was reviewed at the IEP team meeting. Moradi did not recall receiving or reviewing the physician's note before or during the IEP team meeting, but recalled discussing medical information contained in the note.

An IEP team is legally required to consider existing evaluation data, including evaluation and information provided by the parents of a child, including outside medical or expert opinions. (34 C.F.R. § 300.502(c)(1) (2006); Ed. Code, § 56329, subd. (c).) A school district is not required to adopt the conclusions of such a medical or expert evaluation. (*Ibid.*; *Michael P. v. Dept. of Educ.* (9th Cir. 2011) 656 F.3d 1057, 1066 (fn. 9) (*Michael P.*); *See T.S. v. Board of Education of Town of Ridgefield*, (2nd Cir. 1993) 10 F.3d 87.) Evidence that district IEP team members have considered a medical evaluation include factors such as a lengthy discussion of the evaluation at an IEP team meeting or alteration of IEP provisions in response to suggestions made by the private assessor. (*Michael P.*, *supra*, at p. 1066 (fn. 9).); *B.S. v. Placentia-Yorba Linda Unified Sch. Dist.* (C.D. Cal., Aug. 1, 2007, No. SACV06847CJCMLGX) 2007 WL 9719115, at *3–4) [nonpub. opn.].)

Student failed to prove that Irvine Unified did not consider Student's individual needs at the February 20, 2026 IEP, and impeded parental participation. Parent provided Irvine Unified with information regarding Student's seizure condition, including a February 9, 2026 letter from Dr. Quynh Kieu, and a seizure health plan document, and seizure medical information before the meeting as stated.

Dr. Kieu's note was general in nature and Student's physician, or any other medical expert, failed to testify to clarify the note. It generally cited some epileptic triggers that were already included in Student's previous medical documents given to Irvine Unified and known to it, and were also included in the Parent developed seizure response plan. Dr. Kieu's note stated that (a) seizure triggers included inadequate sleep, fatigue, emotional stress, and physical exhaustion ~~and~~ (b) avoiding these triggers was medically important for seizure control, and (c) that reasonable efforts should be made, when feasible, to minimize unnecessary physical and emotional strain during school transportation. The letter also stated that decisions regarding logistics and educational

placement remain the responsibility of the appropriate educational authorities.
Dr. Kieu's note did not specifically state that the bus route duration posed any medical risk or that a shortened bus route was medically necessary. Kieu's note did not state that the bus route duration caused Student any additional fatigue, stress, exhaustion, or lack of sleep.

In the Parent developed seizure plan, Parent included Kieu's seizure triggers, but also added a seizure trigger of her own. Specifically, Parent added that transportation for one hour creates medically significant fatigue and may increase seizure risk, even though no evidence was presented that Parent was a medical doctor, medical expert, or had a medical background. Parent's subjective view regarding the bus route duration was not supported by medical evidence at that time, based on what was presented at the hearing, such that it limited the document's probative value regarding this issue.

Based on the information available at that time of the February 20, 2026 IEP team meeting, Irvine Unified's IEP team members discussed Student's new medical information and determined that the information provided was insufficient to shorten Student's bus route. Parent did not agree. The mere fact that Irvine Unified did not agree with Parent did not mean Parent's perspective was not considered by the IEP team. The February 20, 2026 IEP transcript, recording, and IEP notes, and the testimony of Kramer and Moradi, supported the finding that the IEP team considered the medical documentation and Student's individual needs during the meeting.

During the February 20, 2026 IEP team meeting, the IEP team discussed whether the existing transportation route was appropriate for Student in light of his individual medical needs as a child with generalized epilepsy, neurological condition, fatigue, and seizure risk. Parent informed the team during the meeting that she provided a doctor's

statement regarding Student's medical concerns with a longer bus route. The IEP team then discussed Student's medical information and whether the medical information supported Parent's request to reduce Student's transportation route. The IEP team members asked follow-up questions specific to Student.

Student argued in his closing brief that Irvine Unified failed to consider the February 9, 2026 physician's note because Moradi failed to review it and the physician's note was not specifically discussed at the meeting. Although Student was correct that Irvine Unified did not physically distribute the note to every team member, discuss the note line by line, or explicitly discuss the note, all the key points were discussed at the IEP team meeting.

Moradi reviewed Parent emails and the seizure health plan before the meeting. Moradi did not review Dr. Kieu's letter, but reviewed the key information from the letter because Parent' seizure health plan that she authored and submitted before the meeting contained the same information regarding Student's seizure triggers that appeared in the second, third, and fourth paragraphs of Dr. Kieu's letter. As the February 20, 2026 IEP team meeting recording and transcript demonstrated, the IEP team considered and discussed the triggers described in the note that lower seizure threshold and overall health, specifically, inconsistent and inadequate sleep, excessive fatigue, and stress. However, the note had no recommendations for Irvine Unified, only medical guidance for Irvine Unified's consideration.

The IEP team discussed Student's most recent and key medical information and Moradi, along with the other Irvine Unified IEP team members, considered it. Moradi inquired about Student's sleep and if seizures had increased since the change in Student's bus route on February 9, 2026. The questions directly tied to Student's

individual seizure condition, fatigue, and Parent's concern related to the new bus route. The substance of the note was before the IEP team, regardless of the weight the IEP team according to those triggers as it related to Student's bus route duration.

Further, the IEP team considered information from Student's teacher, Lee, about how Student presented at school when transported by bus compared to when he was transported by Parent. Although Parent only transported Student for three days, and although Student's new teacher Lee only knew Student for a brief time before the IEP team meeting, the information showed no difference and Lee did not see any difference in Student's mood, alertness, attention, or seizure activity. Parent argued that Lee did not know Student, but Lee had more information than anyone else regarding his presentation in her classroom for that brief time he attended Portola Springs before the February 2026 IEP team meeting.

Parent contended that the IEP team failed to consider her concerns regarding disruption to the home schedule, Student's sleep schedule, and disposition at home. The record does not support that claim. The IEP team heard and considered Parent's input but determined that the 15-minute increase in the bus route duration, without additional and more specific medical documentation, did not warrant a change to Student's transportation services. In doing so, the IEP team considered Parent's concerns at home but appropriately focused more on Student's educational needs and access to his education based on his individualized needs, which are relevant considerations under the IEP.

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The IEP team then invited additional medical documentation to support continued collaboration and indicating a willingness to revisit the issue. Parent later provided additional information and Student's transportation duration decreased, reflecting an ongoing, responsive process, rather than any limitation to Parent's participation.

Parent meaningfully participated in the development of the February 20, 2026 IEP, because Parent

- attended the meeting,
- presented her concerns regarding Student's seizure condition and transportation route,
- provided medication information,
- requested revisions, and
- expressed disagreement with the Irvine Unified IEP team members' conclusion regarding the bus route duration.

The transcript, audio recording, Parent, Moradi, and Kramer testimony establish this finding and that Irvine Unified considered the medical documentation she provided before the meeting. Although the outcome did not align with Parent's preference, Parent actively and skillfully advocated for Student and was afforded a full opportunity to present her concerns.

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Student failed to prove that Irvine Unified did not consider Student's individual needs. Student failed to prove that Parent's participation was impeded. Accordingly, Student failed to prove by a preponderance of the evidence that Irvine Unified impeded parental participation by failing to consider Student's needs at the February 20, 2026, IEP team meeting.

Even assuming that the IEP team did not consider Student's needs, any such omission would constitute a procedural violation, and does not rise to a substantive FAPE denial. Procedural IDEA violations only constitute a FAPE denial if they: (1) impeded the student's right to a FAPE; (2) significantly impeded the parent's opportunity to participate in the decision-making process; or (3) caused a deprivation of educational benefits. (20 U.S.C. § 1415(f)(3)(E)(ii); Ed. Code, § 56505, subd. (f)(2); see *N.B. v. Hellgate Elementary Sch. Dist., ex rel. Bd. of Directors, Missoula Cnty, Mont.* (9th Cir. 2008) 541 F.3d 1202, 1208, quoting *Amanda J., supra,* 267 F.3d at p. 892.)

The record contains no evidence that these circumstances resulted in impeding Parent's participation, a deprivation of educational benefit, and Student's right to a FAPE. The evidence overwhelmingly showed that Parent meaningfully participated in the IEP decision-making process.

Student argued that the bus ride duration denied Student a FAPE because it caused him to miss school. Student maintained, and as stated previously, Parent drove Student herself because she believed the bus ride duration was too long, and she had to drop him off late and pick him up early because her driving schedule was impacted by the school schedules of Student's siblings. However, Student failed to show that this lost time resulted in a loss of educational benefit.

Student did not present any evidence that the lost time affected his academic or social-emotional progress, access to instruction, or ability to make meaningful progress toward his IEP goals. Absent such evidence, the claim amounts to a showing of logistical difficulty rather than a substantive educational harm. Accordingly, even if Student missed a small amount of school each day due to Parent's transportation decisions, Student failed to demonstrate that it resulted in a FAPE denial.

Accordingly, Student failed to prove by a preponderance of the evidence that Irvine Unified impeded Parent's ability to meaningfully participate in the IEP decision-making process by failing to consider Student's needs at the February 20, 2026 IEP team meeting.

CONCLUSIONS AND PREVAILING PARTY

As required by California Education Code section 56507, subdivision (d), the hearing decision must indicate the extent to which each party has prevailed on each issue heard and decided.

ISSUE 1(a):

Student did not prove that Irvine Unified denied Student a FAPE during the 2025-2026 school year through February 23, 2026, by failing to implement Student's IEP from January 28, 2026, through February 8, 2026.

Irvine Unified prevailed on Issue 1(a).

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ISSUE 1(b):

Student did not prove that Irvine Unified denied Student a FAPE during the 2025-2026 school year through February 23, 2026, by predetermining transportation services at the February 20, 2026 IEP team meeting.

Irvine Unified prevailed on Issue 1(b).

ISSUE 1(c):

Student did not prove that Irvine Unified denied Student a FAPE during the 2025-2026 school year through February 23, 2026, by removing transportation supports and services without providing a prior written notice after January 27, 2026.

Irvine Unified prevailed on Issue 1(c).

ISSUE 1(d):

Student did not prove that Irvine Unified denied Student a FAPE during the 2025-2026 school year through February 23, 2026, by impeding parental participation by failing to notify Parent following injury to Student on January 27, 2026.

Irvine Unified prevailed on Issue 1(d).

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ISSUE 1(e):

Student did not prove that Irvine Unified denied Student a FAPE during the 2025-2026 school year through February 23, 2026, by impeding parental participation by failing to consider Student's needs at the February 20, 2026 IEP team meeting.

Irvine Unified prevailed on Issue 1(e).

ORDER

All relief sought by Student is denied.

RIGHT TO APPEAL THIS DECISION

This is a final administrative decision, and all parties are bound by it. Under Education Code section 56505, subdivision (k), any party may appeal this Decision to a court of competent jurisdiction within 90 days of receipt.

Cynthia Fritz
Administrative Law Judge
Office of Administrative Hearings